

AGREEMENT

PROFILE SCHOOL BOARD

AND

PROFILE EDUCATION ASSOCIATION

**Two-Year Contract**  
**Expires August 31, 2012**

For the  
Profile School Board

\_\_\_\_\_

Date \_\_\_\_\_

For the  
Profile Education Association

\_\_\_\_\_

Date \_\_\_\_\_

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PEA CONTRACT 2010-2012

I. Recognition

- A. The Profile School Board (hereafter referred to as the Board) recognizes the Profile Education Association, National Education Association New Hampshire (hereafter referred to as the Association), as the exclusive representative in accordance with provisions of RSA 273-a for all teachers, nurses, librarians, and counselors of the Profile School District.
- B. Upon receipt of a written authorization from a bargaining unit employee submitted through the treasurer of the Association, the Board agrees, for the term of this agreement to deduct Association membership dues from employee's check on a bi-weekly basis (occurring twice a month).

II. Compensation, work days and hours

- A. Teachers shall be paid based upon placement on the salary schedule found in Appendix A and as negotiated between the Board and the Association. Paydays shall be in accordance with SAU #35 policy.
- B. All members of this group shall have one duty free planning period per day.
- C. A duty free lunch equal in length to the students lunch period will be provided to all bargaining unit members.
- D. The professional teaching year shall consist of 186 days, 180 regular school days plus one organizational day prior to the opening of school; four in-service days set up by a collaborative effort by a committee made up of PEA appointed staff members and the building administration; and one in-service day set up by Profile staff with administrative approval. A teacher may excuse himself/herself from in-service days to attend programs in their field, attend parent conferences; or work in their classrooms if no workshop of value is offered to them in their subject area.
- E. The workday begins fifteen minutes before the start of the school day and ends fifteen minutes after its completion. Teachers are also expected to attend staff meetings as scheduled beyond these hours.
- F. Staff members shall be compensated for after school duties supervising student activities in accordance with extra-curricular salary schedule found in Appendix B. Any extra-curricular positions created during the life of this agreement shall be compensated at a rate mutually agreed upon by the PEA Negotiating Committee and the Board. In the event that more than one individual is appointed to any of the Co-curricular positions, the listed salary will be equally divided. Co-curricular positions are to be appointed by the principal and approved by the school Board.

### III. Benefits

- A. Those using privately owned vehicles for school business approved by the principal shall be reimbursed at the rate per mile paid by the federal government upon the receipt of a voucher. Expenditure for parking and road tolls will be paid. Whenever possible, car-pooling is encouraged.
- B. Employees may make necessary personal non-toll telephone calls only.
- C. All employees are covered by Worker's Compensation which means that medical and hospital expenses from an injury connected with ones job will be paid to the extent provided by law, if the employee reports the injury to the principal within the period of time specified in the law.
- D. **The school district shall pay the premiums of single, 2-person, or family coverage under the MT15IDPED-R3/15M\$1 health insurance plan. Co-Pay Split, 80% District, 20% Staff.**
- E. Membership in the New Hampshire Retirement System is mandatory before a paycheck is issued.
- F. With the principal's approval, teachers will be compensated up to the current cost of nine credits per year at the state university rate to take approved college courses and attend workshops, etc. which would be of professional or instructional relevance to their position. Only tuition, fees and books are covered under this provision. Books purchased for courses become the property of Profile School District. The district will pay up to one-half of the course cost in advance and the remainder upon evidence of successful completion.
- G. Staff members will be reimbursed for fees, meals, lodging and transportation to conferences approved by the principal subject to annual funding.
- H. The school administrative unit will make teacher authorized payroll deductions for annuities.
- I. The district will provide professional indemnified insurance for its professional employees in the amount of \$1,000,000.
- J. Benefits for unit members departing at the end of a full contracted year shall terminate on August 31 of that year. For those leaving prior to the end of a complete year, benefits shall terminate one month after the unit member leaves his/her duties.
- K. All staff members will be covered by the Social Security System.
- L. **The District shall pay the premium for a convertible life and dismemberment insurance policy for all full-time employees in the coverage amount equal to \$40,000.00.**

M. Retirement Benefits

Eligibility Requirements:

1. Ten or more full time years in Profile School District
2. Employment termination is not due to dismissal
3. The teachers will be 55 years or older at the time of retirement
4. **Written notification is provided to the school district no later than 18 months prior to the date of retirement.**

Benefits

1. Teachers meeting the above provisions shall have the right to purchase the district health insurance plan of their choice - single, couple, family - until reaching age 65
2. The Profile School District will pay the first \$2,000 of the cost of the above health insurance per year from the year of retirement until age 65
3. Teachers meeting the above provisions of eligibility requirements shall have the following amount added to their annual salary for their last year of employment. This amount may be paid either as a lump sum or as part of their biweekly payments. The following amounts listed will be used at the age of retirement notification. If for some catastrophic family reason 18 months notice is not possible a shorter time of notification will be considered.
4. Teachers will be compensated for their retirement amount no later than July 15 of the next fiscal year.

Age of Retirement	Amount
55	\$20,000
56	\$19,000
57	\$18,000
58	\$17,000
59	\$16,000

N. DENTAL INSURANCE

Delta Dental coverage through the NH Municipal Assoc. Insurance Trust. Single coverage paid by the district. Two person or family coverage available with the amount above single coverage paid by the bargaining unit member. \$50 annual deductible per person with \$150 max per family. Coverage A at 100%, Coverage B at 80%, Coverage C at 50%. \$1000 annual maximum on Coverage A, B and C. \$1,000 lifetime maximum on Coverage D.

- O. Teachers will have access to a Section 125 account for premium contributions and other qualified contributions allowed under the internal Revenue Service up to a \$5,000.00 limit.**

IV. Leave with pay

- A. Teachers are entitled to thirteen days annual sick leave, which can be accumulated to 115 days. Sick leave shall mean illness to any member of the immediate household. Sick leave shall be extended to include bereavement. A doctor's certificate may be required for more than three consecutive days of sick leave, or where a documented pattern of abuse exists.

Any teacher who uses three or fewer sick days in a contract year shall be paid two hundred fifty dollars (\$250) at the end of the school year.

- B. All unit members shall have three days per year of professional leave. These days shall be for the pursuit of professional improvement. The Board may at its discretion increase the number of professional days for an individual unit member.

Activities required of the employees by the principal and necessary for the performance of ones duties shall not be charged against this account.

- C. Teachers have three days of personal leave. These days are to be used to handle emergencies or to conduct personal business, which could not be dealt with if the employee was in school. Personal leave does not include vacation or pleasure. Application for personal leave must be made to the principal before the fact whenever possible.
  - D. The bargaining unit shall have two days of leave per year for conducting association business. These days shall be deducted from the personal days of the unit members involved.
  - E. An employee shall be given time off without loss of pay or annual leave when performing jury duty. The district will be repaid any money paid the juror, less non-school day compensation and mileage.
  - F. All staff members who are a part of any military reserve unit shall, upon request, be entitled to not more than fifteen days of leave of absence without pay in any one school year for the purpose of temporary duty.
  - G. Employees may contribute four of their sick days annually to a Sick bank. The sick bank will act as a pool, which may be drawn upon after a teacher with a prolonged illness has exhausted his/her own sick days. The teachers on the negotiating committee will administer this bank. There is a cap of 100 days placed on the sick bank for each school year.
  - H. The school Board will approve no more than one sabbatical leave per year for the purpose of retaining competent teachers and motivating faculty members to improve.
- 1. Eligibility: To apply a teacher must:
    - a. Have at least seven years teaching experience at Profile School prior to the sabbatical leave requested.
    - b. Undertake studies related to teaching field specialization, i.e. work on masters degree in English or English literature, if an English teacher, etc.
    - c. Agree to return to Profile For:
      - Three years if the sabbatical is for a full year.
      - Two years if the sabbatical is for a half year.
      - One year if the sabbatical is for less that one half year.
    - d. Be approved no later than January 1 in advance of the school year sought.

2. Criteria for Selection & Selection Procedure:

- a. Eligible teachers wishing to apply must submit a written proposal to the principal for a leave the following year containing the following:
  1. A description of the sabbatical leave he/she is proposing for the leave.
  2. A statement of how the sabbatical leave will benefit him/her professionally.
  3. A statement of how the school will benefit as a result of him/her taking part in the sabbatical leave.
- b. The principal will forward all sabbatical leave proposals to the Board.
- c. The Board will consider all proposals at their next monthly meeting and render a decision that month based on the following criteria:
  - Whether or not the applicant meets the eligibility requirements in Section 4.
  - The extent to which the individual will benefit professionally from the sabbatical leave.
  - In the event that two or more teachers apply, the Board will also consider the benefit of the various proposals to the school.
  - The Board will invite all applicants to their regular meeting to present their proposals and answer questions.
  - The Board will seek input from the principal and superintendent regarding all applicants.
- d. All applicants will be notified in writing following the school Board meeting. Reason for rejection of sabbatical proposals will be given in the event that no leave is awarded.

3. Payments To or On Behalf of a Teacher:

- a. The District will pay one-half salary for the full year or nine months of study, whichever is less. Pay will be on the appropriate year's scale.
- b. District will pay for a substitute teacher for the time of the sabbatical.
- c. The District will continue to pay for all benefits of the teacher on sabbatical leave.

4. Teacher's Responsibilities: The teacher is responsible to:

- a. Sign a loan agreement with an appropriate length forgiveness clause.
- b. Agree to pay back all money advanced on a pro-rated basis if he/she leaves before the end of the period defined in the forgiveness clause.
- c. Satisfactorily complete the sabbatical leave.
- d. Present a written report to the Board after the sabbatical leave of study. This should include how the specific education will be used to improve the teaching skills of the

teacher skills and also what other educational benefits can be expected for the school.

V. Leave without Pay

- A. A leave of absence without pay will be granted for a period of active service to any employee who has been inducted or has enlisted in active duty in the Armed Forces of the United States for the term of enlistment or emergency.
- B. Upon completion of five years in the school district, teachers may submit an application to the Board for a leave of absence without pay for the purpose of study, travel or professional training no later than January 1 in advance of the planned leave. If favorably considered by the Board, the individual must submit a program of studies no later than May 1 of the year preceding the intended leave. If leave is granted, the teacher shall return to the district the following year.
  - 1. Health insurance benefits shall be maintained and paid at a 50% level by the district.
    - a. To be eligible for the 50% health benefit, the teacher shall sign an agreement to repay the district for the district's share of the premium payment if the teacher fails to return to the district for a duration equal to the period of the leave.
  - 2. Sick leave shall neither accumulate nor diminish during the leave of absence.
  - 3. The employer shall reinstate the employee to his/her former teaching position.
  - 4. The employee shall be granted a year's teaching credit if the unpaid leave is for the purpose of study.
  - 5. No more than one teacher will be granted such leave in any academic year.
  - 6. Criteria for approval shall include, but not be limited to, past evaluation, potential and demonstrated pursuance or related advance studies.
- C. Childbearing Leave Policy

It is agreed that the District shall grant childbearing leave to all professional staff that qualifies under the following provisions.

- 1. The applicant shall notify the superintendent as soon after the pregnancy is determined as possible. Further, except in cases of emergency, childbearing leave must be requested in writing by the applicant at least thirty (30) days prior to the date the leave is to commence.
- 2. The personnel benefits accrued, including seniority, will be maintained during childbearing leave, providing the person concerned renews her employment as required below. Upon return from childbearing leave, the recipient shall be placed in the same position on the salary schedule, as she would have been, had her employment in the district been continuous during the period represented by the leave.



3. The applicant may use her total accumulated sick leave time for the normal disability period of six (6) weeks, unless extended by the attending physician.

D. Childrearing leave:

1. A childrearing leave shall be granted to a teacher at the discretion of the School Board and upon the following conditions: a) birth of a child; b) acceptance of a foster child; or c) adoption of a child.
2. Such leave shall be for the purpose of childrearing and shall not exceed two years.
3. If a teacher is granted a leave longer than one year, she/he must agree to work one full year after said leave terminates to become eligible to request a leave for the a) birth of another child; b) acceptance of another foster child; or c) adoption of another child.
4. In order to advance a step on the salary schedule, the teacher, who has been granted a childrearing leave, must complete 90 days of service to the district during the year of the leave.
5. Health insurance benefits shall be maintained and paid at a 50% level by the district.
  - a. To be eligible for the 50% health benefit, the teacher shall sign an agreement to repay the district for the district's share of the premium payment if the teacher fails to return to the district for a duration equal to the period of the leave.

VI. Hiring, Dismissal, Layoff, Etc.

A. Hiring

1. Every effort shall be made to include members of the professional staff as part of the interviewing process for prospective new professional staff members.

B. Fair Treatment

1. No bargaining unit member shall be disciplined, suspended, held on step, nonrenewed, or subjected to adverse personnel action without just cause. The bargaining unit member in question will read and sign all written warnings. His/her signature does not indicate that he/she agrees with the statements made within. An employee may submit a response in writing and have it attached to the written warning to be placed in his/her personnel file. Bargaining unit members shall have the right to have association representation at all stages of the actions described above. **The exception to the above would be first year teachers who were non-renewed would not be subject to the grievance process.**

C. Layoffs

1. When a reduction in force becomes necessary, seniority will be considered as a deciding factor when a decision between two or more equally qualified staff members exits. The determination will be done by the principal, superintendent and school

Board. If and when a staff member's position has been eliminated he/she will receive first consideration for any newly opened position that becomes available for which he/she is qualified.

2. Seniority will be defined as time employed at Profile.

D. Non-renewal of Contract

1. A staff member whose contract is not being renewed shall be notified in writing on or before the date specified by state law.

VII. Personnel Files

- A. Personnel files will be maintained for all employees in the school administrative unit and the principal's office.
- B. Employee's records are available for inspection in the presence of the principal by the particular staff member.
- C. Employees will be given copies of any observations, evaluations, warning or disciplinary letters in their files. Evaluations will be conducted in a confidential and professional manner.
- D. Information within the personnel file shall be handled with discretion by the district. This information shall not be discussed casually with any one it does not officially concern.

VIII. District Expectations of Employees

- A. Employees using their own vehicles for school travel shall procure and maintain liability insurance of \$100,000-\$300,000 at their own expense. Evidence of such coverage must be given to the principal for inclusion in the employee's personnel records.
- B. All staff is expected to keep confidential information concerning students and their families that they gain in the course of their work.
- C. Employees may not use their position or the school for personal gain or profit.
- D. Bargaining unit members are barred from holding office on school Boards for the Profile, Lafayette, or Bethlehem districts.
- E. Employees who are active politically are barred from using their position to promote a particular political agenda. Teachers are responsible to see to it that students are acquainted with all sides of political and other controversial issues.
- F. Letters of resignation should be received prior to the issuance of new contracts. Those employees signing a contract for the forthcoming year, who choose to breach the agreement after August 15th, shall have affixed to their personnel record a statement that they left the district in violation of their contract.

- G. All employees are expected to appear at work neatly and cleanly attired.
- H. It is expected that all personnel will have records free of tardiness and excessive or unnecessary absence from work.
- I. It is the responsibility of all staff members to notify the principal immediately of any change in name, address, phone number, beneficiaries or number of dependents.
- J. Staff members are expected to comply with all school Board policies and administrative regulations.
- K. Open forum meetings between the school Board and the faculty may be mutually arranged.

#### IX. Grievance Procedure

Any employee who believes that his or her guarantees as outlined in this contract have been violated may use the following Grievance procedure. The Association may file a grievance on behalf of more than one bargaining unit member.

- A. Within thirty work days of when the alleged violation becomes known, a letter explaining the nature of the problem and the solution must be sent to the principal.
- B. The principal must respond in writing within five workdays.
- C. If the response is unsatisfactory, the employee has five workdays to write the superintendent of the alleged violation.
- D. The superintendent or his designee must respond in writing within ten workdays.
- E. If the response of the superintendent is unsatisfactory, the employee may bring the issue to the school Board within thirty days. The Board or a committee of the Board shall hold a hearing on the grievance within 15 days of receiving the grievance. The Board shall provide a decision within 10 day after the hearing.
- F. If the decision of the Board is unsatisfactory, the employee, along with the Association may, within thirty days from the receipt of the decisions of the School Board, notify the Board that it wants to submit the grievance to arbitration The Board shall respond to the appeal within thirty days.
- G. Within seven days after written notice to the Board of the submission to arbitration, the Association and Board shall attempt to mutually agree upon an acceptable arbitrator. Should the parties be unable to agree, or to obtain said commitment within the specified period, the Association shall submit a written request for a list of arbitrators to the American Arbitration Association/Federation Mediation and Consultation Service.  
An arbitrator shall be selected from said list pursuant to the rules and procedure of the American Arbitration Association of the time and place of such hearing.
- H. The arbitrator so selected shall call a hearing in a timely manner and notify the Board & Association of the time and place of such hearing.

- I. The hearing shall be informal and the rules of evidence prevailing in judicial proceedings shall not be binding. Any and all documentary evidence and other data deemed relevant by the arbitrator may be received in evidence. The arbitrator shall have the power to administer oaths and to require witnesses, the production of books, records and other evidence relative or pertinent to the issue presented for determination.
- J. Both the Board and Association shall have the right to be represented at any hearing before said arbitration.
- K. Hearings shall be concluded within thirty (30) days of the time of commencement and within ten (10) days after the conclusion of the hearing. The arbitrator shall make written findings and written opinion upon the issues presented. Copies shall be provided to both the Association and the Board.
- L. The decision of the arbitrator shall be final and binding upon the parties. The decision of the arbitrator may be appealed only on the ground that the decision was procured by fraud or that it violates the law, in which case appeals shall be to the New Hampshire Court System.
- M. Fees and expenses of the arbitrator shall be borne equally by the Board and Association.
- N. All communication beyond the principal level shall be by certified mail.

X. Equal Opportunity Statement

In no way will any personnel action be taken in recruitment, appointment, training, advancement, retention or any other area which is discriminatory against the employee because of his or her age, sex, race, national origin, religion or physical disability, sexual orientation, creed, domicile, or marital status.

XI. Savings Clause

If any article or part of this agreement is held to be invalid by operation of law or by any tribunal of competent jurisdiction, or if compliance with or enforcement of any article or part should be restrained by such tribunal, the remainder of the agreement shall not be affected thereby and the parties shall enter into immediate negotiations for the purpose of arriving at a mutually satisfactory replacement for such article or part.

XII. Duration

This Agreement shall take effect at 12:01 A.M. on **September 1, 2010 and continue in force until midnight on August 31, 2012** and from year to year thereafter unless written notification of modification or termination is given as specified in state law.

APPENDIX A  
PROFILE SALARY SCHEDULE  
2010-2011

BA Base =	\$31,293.00	BA Horizontal Step	2.50%	\$ 782.00
		MA Horizontal Step	5.00%	\$1,565.00
		Vertical Step	5.00%	\$1,565.00
		Base increased over prior year	1.50%	

STEP	BA	BA+15	MA/BA+35	MA+15/BA+50	MA+30/BA+65
0	\$31,293	\$32,075	\$32,857	\$34,422	\$35,987
1	\$32,858	\$33,640	\$34,422	\$35,987	\$37,552
2	\$34,423	\$35,205	\$35,987	\$37,552	\$39,117
3	\$35,988	\$36,770	\$37,552	\$39,117	\$40,682
4	\$37,553	\$38,335	\$39,117	\$40,682	\$42,247
5	\$39,118	\$39,900	\$40,682	\$42,247	\$43,812
6	\$40,683	\$41,465	\$42,247	\$43,812	\$45,377
7	\$42,248	\$43,030	\$43,812	\$45,377	\$46,942
8	\$43,813	\$44,595	\$45,377	\$46,942	\$48,507
9	\$45,378	\$46,160	\$46,942	\$48,507	\$50,072
10	\$46,943	\$47,725	\$48,507	\$50,072	\$51,637
11	\$48,508	\$49,290	\$50,072	\$51,637	\$53,202
12	\$50,073	\$50,855	\$51,637	\$53,202	\$54,767
13	\$51,638	\$52,420	\$53,202	\$54,767	\$56,332
14	\$53,203	\$53,985	\$54,767	\$56,332	\$57,897
15	\$54,768	\$55,550	\$56,332	\$57,897	\$59,462

APPENDIX A  
PROFILE SALARY SCHEDULE  
2011-2012

BA Base =	\$31,762.00	BA Horizontal Step	2.50%	\$ 794.00
		MA Horizontal Step	5.00%	\$1,588.00
		Vertical Step	5.00%	\$1,588.00
		Base increased over prior year	1.50%	

STEP	BA	BA+15	MA/BA+35	MA+15/BA+50	MA+30/BA+65
0	\$31,762	\$32,556	\$33,350	\$34,938	\$36,526
1	\$33,350	\$34,144	\$34,938	\$36,526	\$38,114
2	\$34,938	\$35,732	\$36,526	\$38,114	\$39,702
3	\$36,526	\$37,320	\$38,114	\$39,702	\$41,290
4	\$38,114	\$38,908	\$39,702	\$41,290	\$42,878
5	\$39,702	\$40,496	\$41,290	\$42,878	\$44,466
6	\$41,290	\$42,084	\$42,878	\$44,466	\$46,054
7	\$42,878	\$43,672	\$44,466	\$46,054	\$47,642
8	\$44,466	\$45,260	\$46,054	\$47,642	\$49,230
9	\$46,054	\$46,848	\$47,642	\$49,230	\$50,818
10	\$47,642	\$48,436	\$49,230	\$50,818	\$52,406
11	\$49,230	\$50,024	\$50,818	\$52,406	\$53,994
12	\$50,818	\$51,612	\$52,406	\$53,994	\$55,582
13	\$52,406	\$53,200	\$53,994	\$55,582	\$57,170
14	\$53,994	\$54,788	\$55,582	\$57,170	\$58,758
15	\$55,582	\$56,376	\$57,170	\$58,758	\$60,346

The increases shown in the attached salary schedules shall constitute cost of living increases for the purpose of RSA 273-A:12 VII. However, in the event of impasse after July 2, 2012, the 2011-2012 salary schedule, with no additional increase, will be the “pay plan” in effect for the purpose of that statute.

The Parties agree to establish a compensation study committee, to consist of at least two teachers, two board member, and appropriate members of the administrative team, which will meet to discuss options and issue a report or reports prior to September 1, 2010.